

Department of Planning & Community Development

**CONTRACT BID DOCUMENTS FOR PAINT AND RELATED MATERIALS
PURCHASE BY THE CITY OF TROY
FOR THE**

HOMEOWNER EXTERIOR SELF-HELP PAINT PROGRAM



Daniel P. Crawley
DEPUTY MAYOR

Harry J. Tutunjian
MAYOR

BID OPENING:

May 18, 2006

11:00 A.M.

CONTACT PERSON:

V. ZUBKOV

**TROY PLANNING DEPT.
270-4623**

NOTICE TO BIDDERS

Office of the City Comptroller
Bureau of Contracts and Procurement
City Hall
Troy, New York

Notice is hereby given that sealed proposals will be received by the Bureau of Contracts and Procurement, City Hall, 1 Monument Square, Troy, New York on **Thursday, May 18, 2006, until 11:00 AM**. Prevailing Time, in the Third Floor Conference Room, at which time the proposals will be opened and read aloud.

The proposals are for:

**PAINT AND RELATED MATERIALS PURCHASE BY THE CITY OF
TROY FOR THE
“HOMEOWNER EXTERIOR, SELF-HELP PAINT PROGRAM”**

Specifications, Proposals and other Documents for the above may be seen and obtained at the Comptroller's Office, City Hall, Monument Square, Troy, New York 12180.

A certified check, payable to the City Treasurer, for five (5%) percent of the amount of the proposal, or a bid bond in the same amount must accompany each proposal.

Subject to the right of the City of Troy to reject any and all proposals.

Deborah A. Witkowski
City Comptroller

DATE OF PUBLICATION: May 4, 2006
TIMES RECORD

**BIDDING REQUIREMENTS
CITY OF TROY, New York
DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT**

**BIDDING REQUIREMENTS AND CONDITIONS
PAINT PROGRAM
SECTION I
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Section I Bidding Requirements and Conditions

1. **SEALED PROPOSALS** endorsed with the name of the bidder and stating his address will be accepted by the Purchasing Agent for the project(s) as described in the accompanying NOTICE.

2. **CERTIFIED CHECK OR BID BOND REQUIRED**

Each proposal shall be on the attached form PROPOSAL, furnished by the Purchasing Agent, shall comply with the requirements stated thereon and shall be accompanied by a certified check in an amount equal to five (5) percent of the total bid, or a bid bond executed by a surety company authorized to transact business in the State of New York in the amount of five (5) percent of the total bid in lieu of the said certified check, which said bond shall be approved by the Corporation Counsel as to form and method of execution and by the Comptroller as to sufficiency of surety. After the bids have been opened, the Purchasing Agent may, in his discretion, retain the bid security of all Bidders and, in any event, the Purchasing Agent shall retain the bid security of the three lowest formal bidders. In the event that the Purchasing Agent does elect to retain the bid security of all Bidders the same shall be returned to all except the three lowest formal Bidders within three days after award of Contract.

As soon as the Contract, as awarded to the successful Bidder, has been fully executed and insurance required thereunder have been filed and approved by the City, the remaining bid security shall be re-turned to all other Bidders. In no event, however, shall the Purchasing Agent retain the bid security of any except the three lowest formal bidders for a period in excess of ten days after the date the bids were opened. The Purchasing Agent, after the bids have been tabulated, shall either award the work to the lowest responsible Bidder for the alternate selected for construction by the City or he may reject all bids. Whenever all bids are rejected, he shall return the bid security accompanying them at once.

In the event that the Bidder to whom this Contract is awarded shall fail to execute the Contract, his bid security shall be forfeited to the City pursuant to Provision No. 6 hereof and, for this purpose, the amount of bid security shall be deemed to be liquidated damages and not a penalty.

In the event that the City has not awarded the Contract within sixty (60) days after the opening of the bids through no fault of the bidders, the Bidder may demand the return of his bid security, unless he has been notified by the City in writing of the acceptance of his bid.

- 3.0 **CHARGE OR DEPOSIT REQUIRED.**

THERE IS NO DEPOSIT REQUIRED FOR DOCUMENTS FOR THIS PROJECT.

- 4.0 **PROPOSAL FORM**

- 4.1 A proposal shall be in the form provided by the City. The Purchasing Agent shall at the time and place specified in the advertisement publicly open and read all proposals received for the work or return all proposals to original Bidder unopened. The City reserves the right without liability to reject all bids and return the bid security.

- 4.2 All bids submitted shall be complete. In the event that unit prices are called for in the proposal, they must be plainly stated in figures by the Bidder, unless both words and figures representing the Bidder's unit prices bid are called for. When both figures and written amounts are employed, the written words shall govern and shall be used to determine the amount of the bid. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices correctly extended shall be used to determine the amount of the bid.

Section I Bidding Requirements and Conditions

- 4.3 The City of Troy reserves the right to extend the unit prices bid for the paint and related materials in this contract to any and all additional projects within the boundaries of the City of Troy without limit and at no additional cost to the City. The unit prices bid are to be valid for a period of one (1) year from the date of the submittal of the bid proposal. The bidder may offer to extend the unit prices bid for an additional one (1) year period, beyond the original one (1) period, which one year extension offer the City may agree or may not agree to accept, at the City's discretion.
- 4.4 The Purchasing Agent further reserves the right to reject any bid, unless the same contains an adequate and reasonable price for all items contained in the proposal form.
- 4.5 Where alternates are called for in the proposal form, the City may in its discretion elect to accept or reject any such alternate. In the event that an alternate or alternates are accepted, the same shall be used to determine the amount of the bid.
- 4.6 Proposals for lump sum bids shall be completed by the Bidder using both figures and written words indicating the amount of such bid.
- 4.7 Bids which are incomplete, conditional, or obscure by reason of additions not called for, erasures, alterations or irregularities of any kind, may be rejected by the City as being informal. No bid will be accepted as being formal which does not contain a unit price or lump sum price for every item shown on the proposal form except when alternate bids are accepted, a bidder may complete unit price or lump sum prices on one or all alternate bids.
- 4.8 Upon written notice to the Purchasing Agent, the bidder may withdraw his proposal after it has been deposited with the Purchasing Agent, without prejudice to himself, at any time prior to the time set for the opening of the bids.

5.0 AWARD OF PAINT MATERIALS PURCHASE CONTRACT.

Award of the Paint Materials Purchase Contract will be made only to the lowest responsible bidder whose proposal shall comply with all the provisions required to render it formal. The City reserves the right to reject any and all proposals if, in its opinion, the best interest of the City will be promoted thereby.

In accordance to a directive by The Corporation Counsel dated September 9, 1993:

"In determining the best interest of the City, the bidder must be prepared to present evidence of experience, ability, and financial standing which includes but shall not be limited to whether the bidder is delinquent in payment of taxes; as well as a statement as to plant, machinery, equipment and other similar facilities."

The Mayor shall award the Contract to the lowest responsible Bidder or reject all bids, and return the bid security, within sixty (60) days after the bids have been received.

6.0 EXECUTION OF CONTRACT.

The successful Bidder shall execute the Contract in accordance with the proposal form and Bidding Requirements and Conditions, as the same shall have been accepted by the City and furnish the surety and insurance there-in provided for, within ten (10) days after written notice has been given to the Bidder that the Contract has been awarded to him. In the event that the Bidder shall fail to do so, his bid security shall be forfeited to the City. All Contracts shall be approved as to form and method of execution by the Corporation Counsel.

7.0 START AND COMPLETION DATES OF THE 2006 PAINT MATERIALS SUPPLY CONTRACT.

The successful paint materials supplier shall be able to make available the materials desired immediately upon award of the contract and they are to remain available at the bid price for a period of one year from the date of execution of the contract. The materials shall be made available to the City's Homeowner Exterior Self-Help Paint Program approved participants generally for the period between May 15, 2006 and through September 30, 2006. Unless specifically directed by the City Planning Dept., the successful paint supplier will not distribute exterior paint materials to the City's Homeowner Exterior Self-Help Paint Program approved participants after the September 30, 2006, the City's proposed program completion date in 2006.

8.0 COMPETENCY OF BIDDERS. DELETED.

9.0 DISQUALIFICATION OF BIDDERS.

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his bid or bids.

9.1 Evidence of collusion among Bidders.

9.2 Lack of competency as revealed by either financial, experience, or plant equipment statements as submitted.

9.3 Lack of responsibility as shown by past work, judged from the standpoint of workmanship or progress.

9.4 Incomplete work under other contracts, which in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.

9.5 Being in arrears on existing contracts, in litigation with the City, or having defaulted on a contract awarded to him by the City.

9.6 Having filed false affidavit at the time of final estimate on previous contract.

10.0 ESTIMATE OF QUANTITIES.

The Bidder's attention is called to the fact that the quantities of work to be done and the materials to be furnished under the contract specifications, as shown on the Proposal, are approximate and are given only as a guide for preparing bids and awarding contracts. If the Bidder, in making up and submitting his bid relies upon the accuracy of said estimated quantity he does so at his own risk.

11.0 SOURCE OF MATERIALS, WORK SCHEDULE AND BREAKDOWN OF BIDS.

The bidders shall submit for approval by the City, specific technical literature and information as to the materials to be provided under this contract and bidders are to furnish a minimum of (1) sample of each such material item to the City Planning Dept for testing, and for evaluation of consistency and in accordance with the standard specifications prescribed by the City. The bidder shall furnish a complete listing of the manufacturer and model # for each item requested in the bid's itemized unit breakdown list. The city reserves the right in its discretion to accept or adjust the items appearing in such itemized breakdown list. Any unbalanced itemized bid prices may be rejected by the City. After acceptance of the items appearing in the itemized unit breakdown list, the same shall constitute the basis for making partial payments to the Contractor.

12.0 INSURANCE.

The successful materials supplier shall procure, furnish a copy of , and maintain at his own expense any and all required product liability insurance. Proof of the manufacturer's product liability insurance may be accepted in place of insurance provided by the materials supplier.

13.0 BONDS

Performance bonds, labor and materials payment bonds, general guarantee bonds are not applicable to this materials purchase contract.

14.0 LAWS TO BE OBSERVED

14.1 FEDERAL. This materials purchase contract is funded in part or in whole by federal CDBG funds. The successful materials supplier shall conform to all applicable Federal Laws and Regulations inclusive of, but not limited to the following:

14.1.1 Clean Air Act, as amended, 42 USC 1857 et seq.

14.1.2 Federal Water Pollution Control Act, as amended, 33 USC et seq.

14.1.3 Regulations of Environmental Protection Agency, 15,as amended.

14.1.4 Civil Rights - Title VI of the Civil Rights Act of 1988-352).

14.1.5 Civil Rights - Title VIII of the Civil Rights Act (P.L90-280).

14.1.6 Housing & Community Development Act of 1974 - Section 110.

14.1.7 Executive Order 11063 on equal opportunity in housing.

14.1.8 Section 3 of the Housing and Urban Development Act of 1968.

14.1.9 Executive Order 11296 on Flood hazard.

14.1.10 Executive Order 11246asamended:Re-affirmative Action Guidelines.

14.1.11 Davis-Bacon Act, 40 USC 276a, et seq.

14.1.12 Contract Work Hours and Safety Standards Act,40 USC 327 et seq.

14.1.13 Copeland Anti-Kick Back Act of 1968, (P.L. 90-577)

14.1.14 Discrimination and Equal Opportunity Requirements - During the performance of this contract, the Contractor agrees as follows:

14.1.14.1 The Contractor will not discriminate against any employee or applicant because of race, sex, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employees and that employees are treated equally during employment without regard to their race, sex, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruit-met advertising, layoff or termination, rates of pay or other forms of compensation, selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

14.1.14.2 The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color or national origin.

14.1.14.3 The Contractor will send to each labor union a representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

Section I Bidding Requirements and Conditions

14.1.14.4 The Contractor will comply with all provisions of Executive Order No. 11246 of September 24 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

14.1.14.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and the orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.

14.1.14.6 In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by a rule, regulation, or order by the Secretary of Labor, or as otherwise provided by law.

14.1.14.7 The Contractor will include the provisions of the above paragraphs in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon such subcontractor or vendor.

The Contractor will take such action with respect to any subcontract or purchase order, and the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.2 STATE.

The Contractor shall conform to all applicable New York State Laws and Regulations inclusive of, but not limited to the following:

14.2.1 Industrial Code Rule 53.

14.2.2 Article 36 of the General Business Law

14.2.3 Industrial Code Rule 23.

14.2.4 Industrial Code Rule 39.

14.2.5 Labor Law - Section 220-e Non-discrimination

14.2.6 New York State Building Code, where applicable.

14.3 CITY.

The Contractor shall conform to all applicable City of Troy Laws and Regulations inclusive of, but not limited to the following:

14.3.1 "Labor will be drawn from the City of Troy whenever practical and possible."

14.3.2 Awards will be made to the City of Troy Contractors where practical and possible.

Section I Bidding Requirements and Conditions

14.3.3 Any Contractor(s) desiring to bid on any construction, alterations, repairs to any building, must show proof to the proper City Agency that the employees of the Contractor are covered by an approved health and hospital insurance plan, and an approved pension plan. This procedure insures compliance with the provisions of Section 220 of the State Labor Law.

15.0 CONTRACTOR'S EMPLOYEES.

Not applicable

16.0 REFERENCE TO OTHER MATERIAL.

The Bidders' attention is directed to the other writings, documents and materials set forth in Article 1 of the Contract Agreement with which he shall be deemed to be thoroughly familiar and the Bidder shall be bound by the representation which he makes at the time he acquires the within Bidding Requirements and Conditions that he has in his possession all of the other related Contract Documents.

17.0 GUARANTEE.

The successful materials supplier shall furnish copies of all applicable manufacturer's materials quality guarantees to each individual property owner participating in the Homeowner Self-Help Exterior Paint Program.

18.0 ASSIGNMENT AND SUBCONTRACTING:

The Contractor may not assign, transfer, convey, sublet, subcontract or otherwise dispose of this Contract, or of his right, title or interest therein, or his power to execute such contract to any other person, firm or corporation without the previous written consent of the City. Any attempted assignment, transfer, etc., without the prior written approval of the City shall be void. The Contractor further may not assign any moneys due hereunder without such written consent of the City.

This Contract shall insure to the benefit and shall be binding upon the parties hereto and upon their respective successors and assigns. The foregoing provision as to subletting any portion of the work shall not apply when done in accordance with the specifications. All assignment, subletting, transferring, conveying or other disposal by the Contractor of this Contract or any interest therein, or of any money due or to become due hereunder without the prior written consent of the City shall be void.

19.0 TAXES.

Bidders' attention is directed to the City's tax exempt status regarding State and Local retail sales taxes and compensating use taxes. This is further defined under Article 64 of the General Conditions of Contract. If any city, county, state or federal excise tax or personal tax which, at the date of the opening of bids, is applicable to any of the equipment, materials, supplies or services to be furnished, used or supplied by the Contract, shall thereafter be repealed, reduced, or rendered inapplicable by reason of repeal, amendment, unconstitutionality, invalidity or judicial construction of any law or for any reason whatsoever, then there may be deducted by the City from the sum otherwise due the Contractor an amount equal to such tax not paid or such costs which have been eliminated, and if not so deducted, may be otherwise recovered by the City.

20.0 OR EQUIVALENT CLAUSES.

After execution of the Contract, no substitution of makes or brands or manufacturer's of materials to be provided will accepted, except those specifically named or provided for in the Contract Documents. Review

Section I Bidding Requirements and Conditions

and approval by the City Planning Dept. and the City Engineer are required and will be entertained for the following reasons only:

20.1 That the equipment or material proposed for substitution is superior to equipment or material named in construction documents, in terms of efficiency and utility, and that the equipment or material named in the contract specifications and on the contract drawings cannot be delivered in time to meet the requirements of the homeowner's doing the work/

20.2 To receive consideration requests for substitutions as aforesaid must be accompanied by documentary proof of equivalency. Certified quotations for price and delivery must be provided from suppliers of both specified and proposed equipment and materials. The decision as to such requests shall be in the complete discretion of the City Planning Dept. and the City Engineer.

20.3 In the case of a difference in price, the City shall receive all the benefits of the difference in cost involved in any substitution, and the Contract shall be altered by a Change Order to credit the City with any savings so obtained or realized.

21.0 NO MISUNDERSTANDING.

The signature of the bidder upon his proposal shall constitute a certification to the City that such Bidder is fully informed regarding all the conditions affecting the supply of the materials requested, that such information was secured by personal investigation and research, and that the Bidder accepts full responsibility for his bid.

22.0 NO ESTOPPEL

Neither the City of Troy nor any department, officer or duly authorized representative thereof, shall be precluded or estopped by any return or certificate made or given by the City of Troy or its authorized representative, from at any time (before the completion and acceptance of the work and final payment therefor, or before the expiration of any guarantees pursuant to any such return or certificate) showing the true and correct amount and character of the materials furnished by the supplier Contractor or any other person under this agreement, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the materials or any part thereof, do not in fact conform to the contract specifications and contract drawings, and the City of Troy shall not be precluded or estopped, notwithstanding any such return of certificate and payment in accordance therewith, from demanding and recovering from the materials supplier such damages as it may sustain by reason of his failure to comply with the contract specifications and contract drawings.

23.0 ORDER OF PRECEDENCE

In case of ambiguity or conflict between any component of the Contract Documents, the Bidder shall request a written Addendum from the Engineer to resolve the ambiguity or conflict. The components of the Contract Documents shall govern in the following order or precedence:

- 1st - Addenda (if any)*
- 2nd - Special Notice to Bidders*
- 3rd - Contract Agreement*
- 4th - The specifications*
- 5th - The Drawings*
- 6th - Bidding Requirements and Conditions*
- 7th - Supplementary Conditions (if any)*
- 8th - General Conditions*
- 9th - Other Documents*

In the event there is a discrepancy between figures and a written amount in any bid item or total, the written amount in words shall take precedence over the figures.

Section I Bidding Requirements and Conditions

24.0 PREVAILING WAGE RATES:

Not applicable.

25.0 UNBALANCED BIDS:

Unit prices shall each carry a proportionate share of the total project cost. Unreasonably high or disproportionate unit prices may be cause for rejection of the bid.

26.0 APPROVED EQUALS.

All bid proposals shall meet the specifications and drawings set forth in these Contract Documents. Any substitution must be equal to or exceed the specifications. Substitutions of parts set forth within shall be clearly noted or footnoted in each proposal. The City Planning Dept. and the City Engineer shall be the sole judge of what is "equal."

Please take note that all of the hereinafter specifications are to be considered as the minimum acceptable unless otherwise stated and that any listing of specific manufacturer's names and/or model numbers are to be used as a reference for comparison only.

If any person contemplating submitting bids is in doubt as to the true meaning or intent of any part of these contract documents, he may at least seven (7) days before the date herein set for the opening of bids request in writing interpretations thereof. Request for such interpretations shall be addressed to the Bureau of Purchases, City Hall, Monument Square, Troy, New York, 12180.

Any interpretations or any explanations or additional information deemed necessary will be issued in the form of written addenda to the contract documents, mailed by registered mail or faxed to the prospective bidders at the address furnished by them. The Bureau will not be responsible for any other explanation of these documents.

End of Section I



2006 Homeowner Exterior Self-Help Paint Program Section II – Specifications

1. Paint Specifications

The City of Troy is soliciting proposals from vendors of paint and painting accessories to be used in the City of Troy's 2006 Paint Program. The bidding is limited to pre-qualified, top of the line, quality paint products of Benjamin Moore, Glidden, Pratt and Lambert, Pittsburgh, Sherwin Williams, American Seal, Passonno or equivalent.

All primer and paint that are proposed by the bidder to be furnished are to be specifically identified along with the unit bid price on the furnished bid proposal pages. All primers and paints are to be furnished in "1 gallon" or "5 gallon" sized containers. All primers and paints are to comply with the new NY State "low VOC" regulations, specifically in compliance with NY State Department of Environmental Conservation Rules and Regulations, Part 205, Architectural and Industrial Maintenance (AIM) Coatings.

These top of the line quality paint lines are designated as follows:

- | | |
|---------------------|--|
| • Benjamin Moore | Moore House Paint 110 (oil)
Moore House Paint Acrylic (acrylic)
Penetrating alkyd primer 100
All Purpose Acrylic Primer 023 |
| • Glidden | Spread Gelslo (oil)
Spread Housepaint (acrylic) |
| • Pittsburgh | Sunproof (stains & oil)
Manor Hall Timeless (acrylic)
SealGrip Primers |
| • Pratt and Lambert | Red Seal (oil)
Red Seal (acrylic) |
| • Sherwin Williams | SWP (oil)
Superpaint (acrylic)
Loxon Primers |
| • Passonno | Superior Quality (oil)
Superior Quality (acrylic)
Zinsser Primers |

The bidding supplier is to identify, on the Bid Summary Sheet, which brands listed above they intend to utilize as a model, and particularly in the case of "low VOC" paints, the comparable paint being substituted for "oil-based" paint. A certified analysis of the "or equal" products composition proving conformance with the identified brand is to be provided to the City of Troy with the bid. The bidding supplier shall also furnish samples of the product for materials testing and comparison purposes, as requested by the City of Troy Planning Dept. and/or Engineering Office. The City of Troy reserves the right to have its own certified analysis performed at any time before or after the contract award. If the City of Troy determines the "or equivalent" products do not conform to the model, termination of the contract will be immediate.

Bidders are instructed to supply prices for all paint, painting tools and supplies shown on the Bid Summary Sheet. The use ratio shown is an approximation of what the program is expected to

utilize during the painting season, however, it is not a minimum order amount. If the bidders do not carry the same brand shown on the Bid Summary Sheet, they are requested to quote a price for a comparable product, identify the product to be provided, and submit an analysis as identified above. Bids will be disqualified if the Bid Summary Sheet is not complete. Bidders are also asked to identify rental equipment they can provide.

Paint colors shall be selected from Historic Color Charts provided by the vendor.

All paint supplied is to be gloss finish unless specified in the letter of approval.

For vendor selection, paint vendors must have an outlet located within five miles of the limits of the City of Troy.

The vendor agrees to provide paint and paint accessories to other City of Troy Departments at prices quoted in this bid.

2. Painting Preparation Related items:

List all related items, including product name and identification and unit price for all related painting work items proposed to be made available by the successful bidder to the program homeowner participant.

Note: All caulks are to be 35 year minimum warranty, siliconized, acrylic caulks, paintable.

All other accessory items are to be of "affordable quality".

Include items such as: scrapers and scraping replacement blades; putty blades at 1-1/2" and 2-1/2" widths; wire brushes; caulks, as noted above; glazing putty and points; brushes (both nylon-polyester brushes for acrylic paints and china bristle brushes for alkyd based paints) at 1-1/2", 2", 2-1/2", 3" and 4" widths; pans and other use containers, rollers, roller sets, extension poles; painter's masking tape at minimum 2" width; minimum 3 mill thickness plastic sheeting drop cloth; and other related items. Specify product name, identification, and indicate unit price per item.

3. Smoke and Heat / Fire Detector Specifications

Each smoke/heat/fire may be a battery operated single station alarm. Materials and installation recommendations must meet NYS Building code requirements. Batteries are to be included. Include all mounting hardware and manufacturer's instructions.

Section III – Other Requirements of the Successful Paint Program Materials Supplier

The successful Paint Program Materials Supplier is to provide the following services for the eligible and participating homeowners:

1. Furnish all historic paint color samples and assist homeowner with preselected manufacturer recommended paint color combinations to arrive at an appropriate final color pattern for the home. Include literature for the homeowner regarding historical and architecturally appropriate painting.
2. Furnish homeowner with assistance and literature to assist the homeowner in proper surface preparation and painting techniques, the need to observe LBP Safe Work practices.
3. Verify all quantities of materials and accessories for each homeowner project.
4. Each homeowner must sign off on the materials and accessories picked up for each project and billed to the City under this contract.

**PROPOSAL TO THE
BUREAU OF CONTRACTS AND PROCUREMENT
CITY OF TROY, NEW YORK**

**For the
MATERIALS PURCHASE CONTRACT
CITY OF TROY
HOMEOWNER EXTERIOR SELF-HELP PAINT PROGRAM**

By submission of this bid or proposal, the Bidder certifies that:

- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- b. This bid or proposal has not been knowingly disclosed and will not be willingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding this accuracy of the statements contained in this certificate, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing in its behalf.
- e. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of the certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Resolved that

_____ be
(Name of Corporation)
authorized to sign and submit the bid or proposal of this corporation for the following project:

(describe briefly)

and to include in such bid proposal the certificate as to non-collusion required by Section 103(d) of the General Municipal Law as the act and deed of such corporation and for any inaccuracies of mis-statements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by corporation at a meeting of its Board of Directors held on the _____ day of _____, 19__.

SEAL OF CORPORATION)

Signature

**BID PROPOSAL FORM
FOR LUMP SUM CONTRACTS**

SUBMITTED TO: Bureau of contracts and Procurement, City of Troy
DUE DATE:

PROJECT: **Materials Purchase Contract for the City of Troy
Homeowner Exterior Self-Help Paint Program**

Proposal of
(Hereinafter called the "Bidder") (a _____ corporation/a partnership/an individual) doing business
as _____.

I (We) have examined the plans, specifications, information for bidders and bid forms provided by the Bureau of Contracts and Procurement and the scope of the materials to be purchased. I (We) acknowledge the receipt (if applicable) of the following:

Addenda: _____ and have included them in our bid.

In submitting this bid, we agree to:

1. Accept the provisions of the Instructions to Bidders;
2. Enter into and execute a contract, if awarded, on the basis of this bid; and
3. Hold open our bid for a period of 60 days following the bid opening.

We agree to furnish and deliver all the materials as set forth in and in accordance with the plans and specifications for the **lump sum of:**

_____ **Dollars**
(in words)

\$ _____
(in numbers)

Proposed Start Date:

Proposed Complete Date:

We understand that the Owner reserves the right to reject all bids.

NAME: _____
(Print Legal Name of Firm)

SIGNATURE: _____
(Authorized Representative)

BUSINESS ADDRESS: _____

TELEPHONE NO. _____ FAX NO. _____

CONTRACTOR'S FEDERAL I.D. NO., OR S.S. NO. _____

NON-COLLUSION CLAUSE

Pursuant to Section 103-D of the General Municipal Law of the State of New York.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and, in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other persons, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (a) (1) (2) or (3) above have not been complied with; provided, however, that if any bidder cannot make the foregoing certifications, the bidder shall so state and shall furnish with a bid, a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- The fact that a bidder: (a) has published price lists, rates or tariffs covering items being procured; (b) has informed prospective customers of proposed or pending publications of new or revised price lists for such items; or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).
- C. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporation bidder for work or services performed or to be performed, or goods sold or to be sold, where competitive bidding is required by statute, rule, regulations or local law, and where such bid contains the certification referred to in the subdivision 1 of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion of the certificate as to non-collusion as the act and deed of the corporation.

PROPOSAL

The names and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Give first and last name in full. In the case of corporation, give name of president, treasurer and manager; and in case of a partnership, give names and addresses. If an individual, give residential address if different from business address).

SIGNED BY:

Bidder

Person or Officer in Firm Bidding

Printed Name of Signee

Title of Signee

Address of Firm for Mailing Notice of Award

City

State

Zip

Date

2006 City of Troy Paint Program

Itemized Bid Breakdown Sheet

NAME OF BIDDER:

100% Acrylic Paint Brand (identify manufacturer)

identify specific paint type:

	\$ / Gallon	Use Ratio	Est. # Gal.	Total	Proposed Manufacturer/model #
White & Standard	\$	50%	500	\$	
Custom Match Colors		30%	500		
Primer		20%	500		
"Porch & Deck Enamel"			50		
"Rust Inhibiting Metal Enamel"			50		
"Rust Inhibiting Metal" primer			50		

Sub Total

\$

Alkyd Base Paint Brand: (identify manufacturer)

identify specific paint type:

	\$ / Gallon	Use Ratio	Est. # Gal.	Total	Proposed Manufacturer/model #
White & Standard	\$	40%	100	\$	
Custom Match Colors		20%	100		
Primer		40%	100		
"Porch & Deck Enamel"					

Sub Total

\$

Total Paint Bid (Acrylic + Alkyd)

\$



2006 City of Troy Paint Program

Itemized Bid Breakdown Sheet

NAME OF BIDDER:

Accessories				Proposed Manufacturer/model #
Description		Unit Price	Quantity	
Siliconized Acrylic Latex Caulk (35 year)		\$	300	\$
Caulk Gun - Ratchet type			25	
Wire Brushes with scraper (4 rows wit handle)			25	
Scraper 2 1/2"			25	
Scraper Blades 2 1/2"			50	
Putty Knife 1 1/2"			25	
Putty knife - 2-1/2" width			20	
Glazing putty - 8 oz container			25	
Paint Thinner (Gal.) 100% Mineral Spitits			50	
House Paint Brush - china bristle 4"			50	
House Paint Brush - china bristle 2-1/2""			50	
House Paint Brush - china bristle 2"angle				
House Paint Brush - nylon-poly. 4"				
House Paint Brush - nylon poly 2 1/2"				
House Paint Brush - nylon poly 2" angle				
Masking Tape 2" General Purpose			50	
Roller Set Wooster 9" R914			25	
Replacement roller 9, 3/8" nap			100	
Wood Extension Pole 4', Metal Tip			20	
Plastic Drop Cloth 3 mil 9' x 12'			50	
Smoke and heat detector w/ alarm, bat.operated			250	
Sub Total (Accessories)				\$
Total Paint and Accessory Bid				\$

Issuing Department: _____

CITY OF TROY
ONE MONUMENT SQUARE
TROY, NY 12180
ATTN: NANCY A. WRIGHT
FAX : 518-270-4650

VENDOR INFORMATION REQUEST FORM

Please complete the following information and return as soon as possible so that we may process your payments accurately.

VENDOR NAME: _____
PLEASE USE COMPLETE NAME

COMPLETE PURCHASE ORDER ADDRESS

COMPLETE REMIT TO ADDRESS

TELEPHONE NUMBER _____
FAX NUMBER: _____
EMAIL: _____
CONTACT PERSON: _____

PLEASE CHECK THE CATEGORY, WHICH BEST DESCRIBES YOU OR YOUR FIRM.
Failure to check one below will hold up your payment.

- (): GU: Government (State, County, City, Etc)
(): MH: Medical and/or health care corporation
(): PC: Professional Corporation (Accountant and/or Lawyers Only)
(): CP: Corporation not categorized above
(): NC: Non-Corporation: (Individuals, Businesses, Partnerships, Etc.)
(): EX: Reimbursement/Refunds (Exempt)
(): HO: Home and/or Property Owner (Non Corp) **Grant Recipient Only**
(): RT: Rental Payments

Please enter your Tax Identification Number or your Social Security Number below.

Tax ID ____ - ____ - ____ Soc. Sec. ____ - ____ - ____

Authorized Signature _____

Bid Proposal – H.U.D. Section 3

ATTENTION BIDDERS: *Please complete the attached "Section 3 Estimated Project Workforce Breakdown" sheet and submit with your bid proposal. Indicate, based on your estimate of the scope of work for this project, whether you estimate that additional employee(s) will be hired if you are awarded the bid and, if so, how many Section 3 Troy residents you will affirmatively seek to hire.*

What is section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement and individual self-sufficiency.

Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Section 3 Policy

It is the policy of Congress and the purpose of this Section 3 policy to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 residents?

Residents of public housing and low income persons who live in the area in which a HUD-assisted project is located.

What is a Section 3 business?

A business that:

- is owned by Section 3 residents; or
- employs Section 3 residents in full-time positions; or
- subcontracts with businesses which provide economic opportunities to low income persons.

Who receives priority under Section 3?

For training and employment:

- persons in public and assisted housing;
- persons in the neighborhood;
- participants in HUD Youthbuild programs;
- homeless persons

For contracting:

businesses which fit the definition of a Section 3 business.

How can businesses find Section 3 residents to work for them?

By recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.

Bid Proposal – H.U.D. Section 3

How can business and low income persons find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Office.

Numerical goals for Section 3 covered public housing programs.

Recipients of section 3 covered public housing assistance and their contractors and subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

- 30 percent of the aggregate number of new hires for one year period beginning in 1997 and continuing thereafter.

Are you a Section 3 contractor?

- You are if 51 percent or more is owned by section 3 residents; or
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents.

Bid Proposal – H.U.D. Section 3

FORMAT FOR RECORDKEEPING

ESTIMATED PROJECT WORK FORCE BREAKDOWN

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq. Sales/Rental Mgmt.				
Office/Clerical				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentice				
Trainees				
Others				

Section 3 Resident

Individual residing within the Section 3 area whose family income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located.

Company

Project Name

Project Number

Person Completing Form

Date